

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF PRESCOTT

This agreement supercedes that certain agreement known as JPA 99-130, AG Contract No. KR00 0134TRN, dated 18 August 2000 and filed with the Arizona Secretary of State No. 24180.

THIS AGREEMENT is entered into 18 December, 2000, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF PRESCOTT, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 9-240 and 11-952 to enter into this agreement and has by ordinance, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. Incident to several roadway improvement projects on SR 89 and SR 69 contemplated by the State and the City in the City, from Copper Basin (MP 310.26) to Carleton (MP 311.09), and the new SR-69 to SR-89 connector roadway intersections (SR 69 MP 293.4 and SR 89 MP 315.0), which is the first portion, and from Marina (MP 311.8) to Arizona (MP 312.11), which is the second portion, and from Arizona (MP 312.11) to Aven (MP 312.4), which is the third portion, and from Aven (MP 312.4) to Butterfield (MP 312.7, which will be the last portion. In addition, the State and the City desire to use the new SR-69 to SR-89 connector roadway as a detour during construction of these improvements and the reconstruction of the SR 69/ SR 89 interchange contemplated herein. The SR-69 to SR-89 connector detour will be used as described previously; without reimbursement for pavement structural wear during it's use as a detour.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

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NO 24377
Filed with the Secretary of State
Date Filed: 12/18/00

Retrey Bayless
Secretary of State

By Dicky V. Greenwald

II. SCOPE

1. The City will:

a. Provide design plans, specifications and such other documents and services required for the new SR-69 to SR-89 connector intersections suitable for construction bidding and construction. Incorporate or resolve State review comments.

b. Call for bids and award one or more construction contracts for the SR-69/new mall intersections and the SR-89/Prescott Lakes Blvd. intersections projects. Administer same and make all payments to the contractor(s). Be responsible for any contractor claims for extra compensation due to delays or whatever reason attributable to the City.

c. During the construction of the SR 69/new mall intersections and the SR 89/Prescott Lakes intersection, invoice the State for the reasonable direct actual cost of the improvements, with no profit or fee, as necessary to amortize the improvements contemplated, in an overall total amount currently estimated at \$2,512,000.00 (\$1,604,000.00 for the SR-69/new mall intersection and \$908,000.00 for the SR-89/Prescott Lakes Blvd intersection).

d. Upon completion, approve and accept the project improvements as complete.

e. Upon completion of the construction of the new SR-69/new mall intersection and upon approval of and by resolution of the Transportation Board, accept ownership jurisdiction and maintenance responsibility for SR-89 from MP 310.26 to MP 311.09.

f. Upon completion of the roadway improvements from Marina to Arizona, and by resolution of the Transportation Board accept ownership jurisdiction and maintenance responsibility for SR 89 from MP 311.8 to MP 312.11.

g. Upon completion of the roadway improvements of the SR SR-89/Prescott Lakes Blvd intersection by the City and by resolution of the Transportation Board accept ownership jurisdiction and maintenance responsibility for SR-89 from MP 312.11 to MP 312.4.

h. During construction of the State's SR 69/89 interchange project improvements, the City's new SR-69/SR-89 connector will be used for a detour periodically by the State. The City will permit the State to place and maintain all necessary detour signage. The City will not request compensation for the State's use of the City's new SR-69/SR-89 connector roadway as a detour (including, but not limited to pavement structural wear, etc.). Upon completion of the interchange project improvements, and upon approval of and by resolution of the Transportation Board, accept ownership jurisdiction and maintenance responsibility from MP 312.4 to MP 312.7.

i. Waive all the requirements of Arizona Revised Statutes Section 28-7209 (formerly ARS 28-106).

2. The State will:

a. Review the design documents and provide comments for the new SR-69 and SR-89 intersections. Provide design plans, specifications, such other documents and services, and funding for the other SR-89/Sheldon Street improvements, and the SR-69/SR-89 interchange improvements. During the construction of the SR 69/89 interchange roadway improvements, periodically as needed use the City's new SR-69 to SR-89 connector for a detour.

b. Upon receipt and approval of invoices, pay the City for the reasonable direct actual cost of the SR-69/new mall intersection and SR-89/Prescott Lakes intersection improvements, with no profit or fee, as necessary to amortize the improvements contemplated, in an overall total amount of \$2,512,000.00. (\$1,604,000 for the SR 69/new mall intersection and \$908,000 for the SR 89/Prescott Lakes Blvd. Intersection)

c. Upon completion and acceptance of the SR-69/new mall intersection by the City, and by resolution of the State Transportation Board, abandon ownership jurisdiction and maintenance responsibility for SR-89 from MP 310.26 to MP 311.09.

d. Upon completion of the Sheldon project improvements and acceptance by City, and upon approval of and by resolution of the Transportation Board, abandon ownership jurisdiction and maintenance responsibility for SR-89 from MP 311.8 to MP 312.25.

e. Upon completion of the SR-89/Prescott Lakes Blvd intersection project improvements and acceptance by the City and upon the approval of and by resolution of the Transportation Board abandon ownership jurisdiction and maintenance responsibility for SR 89 from MP 312.25 to MP 312.4.

f. Upon completion of the SR-69/89 interchange project improvements and acceptance by the City and upon the approval of and by resolution of the Transportation Board abandon ownership jurisdiction and maintenance responsibility for SR 89 from MP 312.4 to MP 312.7)

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said improvements and abandonment's (in phases as outlined herein); provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the commencement of performance under this agreement, upon thirty (30) days written notice to the other party

2. This agreement is subject to the approval of the City Council, in accordance with Article VII, Section 5 of the City Charter, and approval of the State Transportation Board, in accordance with ARS 28-304, and shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

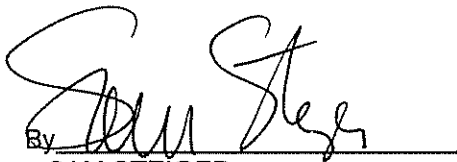
City of Prescott
City Manager
Box 2059
Prescott, AZ 86302

7. Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorneys fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

8. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF PRESCOTT


By 
SAM STEIGER
Mayor

STATE OF ARIZONA

Department of Transportation

By 
WILLIAM J. HIGGINS
Deputy State Engineer

ATTEST

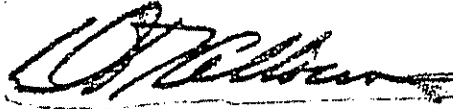
By 
MARIE WATSON
City Clerk

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RESOLUTION

BE IT RESOLVED on this 24th day of August 2000, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Prescott for the purpose of defining responsibilities for the construction of improvements to SR-89 and SR-69 in the City and the turnback of portions of same to the City.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID R. ALLOCCO, P.E.
Assistant State Engineer
Engineering Technical Group
for Mary E. Peters, Director

APPROVAL OF THE PRESCOTT CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF PRESCOTT and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 16TH day of November, 2000.

A handwritten signature in dark ink, appearing to be 'J. R. M. M.', is written over a horizontal line.

City Attorney

RESOLUTION NO. 3288

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT, YAVAPAI COUNTY, ARIZONA, AMENDING RESOLUTION NO. 3250 BY AUTHORIZING THE CITY OF PRESCOTT TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT SUPERCEDING THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION APPROVED THEREIN FOR IMPROVEMENTS TO CERTAIN PORTIONS OF SR 89 AND THE RUSH STREET/SR 89 INTERSECTION, FOR THE ACQUISITION THEREOF BY THE CITY, FOR PARTIAL FUNDING BY THE STATE FOR THE CONSTRUCTION OF THE 69/89 CONNECTOR ROAD AND THE RUSH STREET/SR 89 INTERSECTION IMPROVEMENTS, AND AUTHORIZING THE MAYOR AND STAFF TO TAKE ANY AND ALL STEPS NECESSARY TO ACCOMPLISH THE ABOVE.

WHEREAS, the City Council passed Resolution No. 3250 approving an Intergovernmental Agreement with the Arizona Department of Transportation, ADOT Contract Number JPA 99-130, on the 11th day of April, 2000 for improvements to certain portions of SR 89 and the Rush Street/SR 89 intersection, for the acquisition thereof by the City, for partial funding by the State for the construction of the 69/89 connector road and the Rush Street/SR 89 intersection improvements; and

WHEREAS, the parties wish to supercede that agreement to provide for the terms set forth in the Intergovernmental Agreement ADOT, Contract Number JPA 99-130A for the same purposes,

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF PRESCOTT AS FOLLOWS:

SECTION 1. THAT, the City of Prescott approves the Intergovernmental Agreement with the Arizona Department of Transportation, ADOT Contract Number JPA 99-130A, attached as Exhibit "A", that supercedes the previous Intergovernmental Agreement between the parties, ADOT Contract Number JPA 99-130.

SECTION 2. THAT, the Mayor and Staff are authorized to execute the attached Amendment to Intergovernmental Agreement and to take any and all steps deemed necessary to accomplish the above.

ADOT TURNBACK OF SR 89 TO CITY OF PRESCOTT
IGA-99-130

Turnback IGA ref #s	Turnback Location	Begin MP	End MP	Funding Sources	FY Prog	Needed Funds	Totals
*	Copper Basin - Carleton	310.26	311.09	Pavement Pres - Prescott Lakes Connector Intersection with SR 69	2002	\$604,000	
				Funds Needed		\$1,000,000	
							1,604,000
**	Marina - Arizona	311.73	312.11	With completion of ADOT Project	2001	0	
***	Arizona - Aven	312.11	312.4	District Minor		\$90,000	
				Pavement Pres - Prescott Lakes Connector Intersection with SR 89	2001	\$318,000	
				Funds Needed	2001	\$500,000	
****	Aven - Butterfield	312.4	312.7				908,000
					2004	0	
							\$2,512,000

Supplemental information

City of Prescott will reconstruct SR 69 to 3 travel lanes in each direction, dual left turn lanes, various right deceleration lanes, install several traffic signals, rehabilitate the existing pavement. Once work is completed City will accept into their sy

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Project - H411001C Marina - Arizona will be extended to Aven via Pavement Preservation funds transferred from Project H489801C, both projects in FY01 and both project managers concur (Sternier & Melanson). Once project is completed by the State, the City

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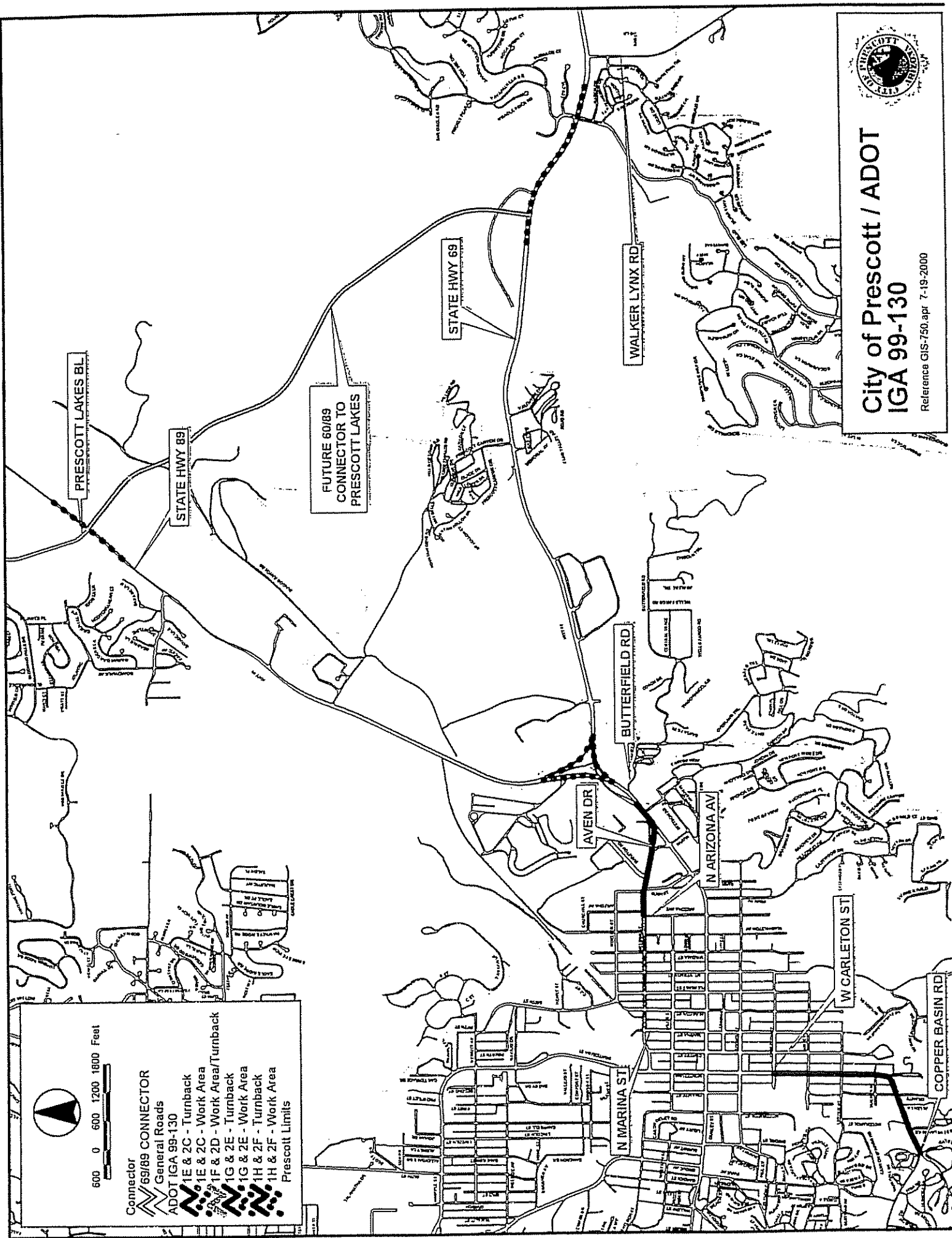
City of Prescott will reconstruct SR 89 to 3 through lanes in each direction, dual left turn lanes, right turn deceleration lanes, install signal and perform needed pavement preservation at the SR 89 intersection with Prescott Lakes Blvd. Upon completion,

City of Prescott will accept SR 89 from Aven - Butterfield into their system upon completion of the reconstruction of SR 69/SR 89 Junction.



City of Prescott / ADOT IGA 99-130

Reference GIS-750.apr 7-19-2000





STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

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JANET NAPOLITANO
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR00-1777TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED December 8, 2000.

JANET NAPOLITANO
Attorney General

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:ggt

Enc.

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